

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

**Approving an Interlocal Agreement
between Lewis County and Cowlitz County
for reimbursable work and authorizing signatures
thereon**

}
}
} **RESOLUTION NO. 14- 333**
}
}

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the parties, Lewis County and Cowlitz County, desire to enter into an agreement to streamline the process in which reimbursable work is done as requested by the other county; and

WHEREAS, the County Engineer has reviewed the Interlocal Agreement for construction and maintenance of roads and facilities (attached) and recommends that the Board of County Commissioners authorize execution of the Agreement; and


WHEREAS, it appears to be in the best public interest to authorize the execution of the Interlocal Agreement between Lewis County and Cowlitz County.

NOW, THEREFORE BE IT RESOLVED that the Interlocal Agreement with Cowlitz County for the purpose of streamlining the process for reimbursable work is hereby approved and the Board of County Commissioners is authorized to sign the same.

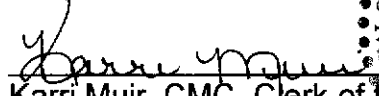
DONE IN OPEN SESSION this 15th day of December, 2014.


APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney



By: Deputy Prosecuting Attorney

ATTEST:


Karri Muir, CMC, Clerk of the Board



BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON


F. Lee Grose, Chair


Edna J. Fund, Vice Chair



P.W. Schulte, Member

EXHIBIT "A"

(Interlocal Agreement between Cowlitz County and Lewis County)

INTERLOCAL AGREEMENT BETWEEN COWLITZ COUNTY AND LEWIS COUNTY

This agreement is entered into between Cowlitz County (Cowlitz) and Lewis County (Lewis) pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

I. PURPOSE

The purpose of this agreement is for Cowlitz to provide Administrative or Engineering Services, Construction, and Maintenance services to Lewis, and for Lewis to provide Administrative or Engineering Services, Construction, and Maintenance services to Cowlitz.

II. SERVICES

Cowlitz and Lewis shall provide labor, equipment, and materials for administrative or engineering services, construction, and maintenance of roads or facilities as requested by the other county and to the extent that the county providing the service has labor, equipment, and materials available for said service. An authorized signature from the requesting and providing departments in each respective county shall request and approve specific services during a calendar year in writing. The requests shall describe the services, the timing anticipated for the services, and the maximum dollar amount of the services. The total of all services provided from one county to the other shall not exceed \$50,000 per calendar year.

III. COMPENSATION

Cowlitz and Lewis agree to compensate the other county at County's actual cost for services rendered including overhead costs.

IV. ADMINISTRATION

This agreement will be administered by Cowlitz County. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. Each party accepts responsibility for compliance with federal, state, or local laws and regulations.

V. INDEPENDENT CONTRACTOR

The services provided under this agreement are those of an independent contractor. Employees of Cowlitz are and will remain employees of Cowlitz. Employees of Lewis are and will remain employees of Lewis.

VI. INDEMNIFICATION

Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this contract. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, entity, firm or corporation not a party to this contract.

VII. AMENDMENT

Cowlitz and Lewis may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind Cowlitz and Lewis.

VIII. CHOICE OF LAW AND VENUE

This agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. The venue for any dispute related to this Agreement shall be in Lewis County if the services are received in Lewis County or in Cowlitz County if the services are received in Cowlitz County. Failure of either Party to declare any breach or default by the other Party immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IX. INTEGRATION CLAUSE

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This agreement

supersedes all previous communications, representations or agreements, either oral or written, between parties.

Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. In the event either of the parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each party shall pay all its own attorneys' fees, costs and expenses.

X. TERMINATION CLAUSE

This agreement shall continue until cancelled in writing by either party. Either party may terminate this agreement by delivering notice of termination to the other party at least ninety (90) days advance. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

XI. PROPERTY AND EQUIPMENT

Upon termination or non-renewal of this agreement, all property purchased by Cowlitz in furtherance of this agreement shall remain the property of Cowlitz and all property purchased by Lewis in furtherance of this agreement shall remain the property of Lewis. All property shall be returned to its owner upon termination or non-renewal of this Agreement.

XII. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner: Cowlitz and Lewis will each individually appoint one member to a Dispute Board and jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of the dispute. The decision of the Dispute Board may be appealed to the Superior Court for *de novo* review.

XIII. RECORDING

As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has (i) been duly executed by both parties, and (ii) either filed with the respective county Auditor or posted on the respective county's Interlocal Agreements website.

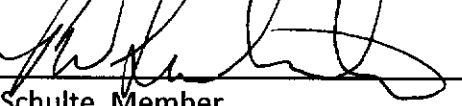
XIV. TERM

This agreement will take effect upon executed, and will remain in effect unless terminated as provided herein. The parties have caused duplicate originals of this Agreement to be executed on the day and year the last signature hereto is affixed.

LEWIS COUNTY BOARD OF COMMISSIONERS

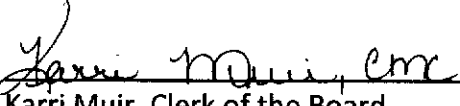

F. Lee Grose, Chairman


Edna J. Fund, Vice Chairman

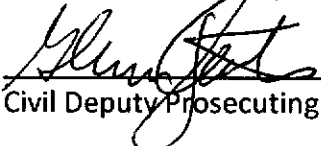

P.W. Schulte, Member

Dated this 15 day of December, 2014

ATTEST:


Karri Muir, Clerk of the Board

APPROVED AS TO FORM:
JONATHAN L. MEYER, Prosecuting Attorney


Civil Deputy Prosecuting Attorney

COWLITZ COUNTY BOARD OF COMMISSIONERS

Michael A. Karnofski, Chairman

James R. Misner, Commissioner

Dennis P. Weber, Commissioner

Dated this ____ day of _____, 2014

ATTEST:

Tiffany Ostreim, Clerk of the Board

APPROVED AS TO FORM:
SUSAN I. BAUR, Prosecuting Attorney

Civil Deputy Prosecuting Attorney